Ohio Gas Co. v. *Capital City Dairy Co.*, 60 Ohio St. 96, 53 N. E. 711. Though it is not within the implied powers to transfer property without consideration, yet a transaction is not without consideration if it in any way conduces to the advantage of the corporation. See BRICE, ULTRA VIRES, 3 ed., 180–1. As to the validity of such transactions, the courts formerly took a narrow view. See *Davis* v. *Old Colony Ry. Co.*, 131 Mass. 258. But recently a more liberal tendency has become apparent. Thus contributions to relief and pension funds are held valid. *Heinz* v. *National Bank of Commerce*, 237 Fed. 942; *Maine* v. *C. B. & Q. R. R. Co.*, 109 Iowa, 260, 70 N. W. 630. An insurance company may maintain a hospital for tubercular employees. *People* v. *Hotchkiss*, 136 App. Div. 150, 120 N. Y. Supp. 649. And a corporation can properly contribute to the support of the library, church, and schoolhouse of the factory village. *Steinway* v. *Steinway Sons*, 17 N. Y. Misc. 43, 40 N. Y. Supp. 718. Moreover, in the last analysis the validity of the corporate act depends on all the facts of the business. See 1 MORAWETZ, PRIVATE CORPORATIONS, 3 ed., § 362. Therefore, as there was shown a direct relation between the donation and the securing of trained employees, the decision reaches a result that is at once correct and desirable.

DEEDS — DELIVERY, ACKNOWLEDGMENT, AND ACCEPTANCE — DELIVERY TO GRANTEE ON A CONDITION CERTAIN TO HAPPEN. — The testator handed to the plaintiff a closed envelope on which was written, "Only to be opened in the event of my death." The envelope contained an acknowledgment under seal, witnessed by one person, of a debt owed to plaintiff (for which there was in fact no consideration) payable out of a stated fund at the donor's death. *Held*, that the instrument was invalid because testamentary. *In re Carile*, 1920 V. L. R. 427.

When the taking effect of an instrument under seal is conditioned on an event certain to happen, two situations arise. If the condition is oral, it is generally held that the deed becomes immediately effective, irrespective of the grantor's intent. *Chaudoir* v. *Witt*, 174 N. W. 925 (Wis.); *Hubbard* v. *Greeley*, 84 Me. 340, 24 Atl. 799. But if the condition appears on the face of the document, his intent becomes material to its validity as a deed. If he intended that no rights pass with the manual transfer, the intent necessary to constitute a present delivery is absent, and if the grantor dies before the condition happens the instrument is void unless supportable as a will. *Crocker* v. *Smith*, 94 Ala. 295, 10 So. 258; *Terry* v. *Glover*, 235 Mo. 544, 139 S. W. 337. But if he intended to pass presently an interest which should become operative *in futuro* the deed is valid though the grantor reserve a life estate. *Hathaway* v. *Cook*, 258 Ill. 92, 101 N. E. 227; *Jones* v. *Caird*, 153 Wis. 384, 141 N. W. 228; *Thomas* v. *Williams*, 105 Minn. 88, 117 N. W. 155. Yet even in such case the deed may contravene the statute of wills if the grantor retains such control over the property that he has the substantial right to dispose of it during his life. *McEvoy* v. *Boston Five Cents Savings Bank*, 201 Mass. 50, 87 N. E. 465. The court having correctly found in the principal case that delivery was intended to be consummated on the grantor's death, the deed was consequently testamentary and the plaintiff could take nothing.

ESTOPPEL — ESTOPPEL *In Pais* — WHETHER SOVEREIGN MAY BE ESTOPPED. — A statute authorized the Secretary of the Navy to sell certain vessels to the highest bidder, unless otherwise directed by the President. The President directed the Secretary to sell at "such price as he shall approve." Bids were received in response to an advertisement of sale to the highest bidder. By mistake the highest bidder was overlooked and a bill of sale was executed to a lower bidder, the government retaining possession of the vessel. Later the highest bidder claimed the vessel and the United States filed a bill

of interpleader. *Held*, that the highest bidder is entitled to the vessel. *United States* v. *Levinson*, 267 Fed. 692 (C. C. A.).

It is not an unreasonable interpretation of the facts that the Secretary was by law bound to sell to the highest bidder. Under this view, the case is supportable on the proposition that those who deal with public officers are presumed to know the extent of their authority. See *Filor* v. *United States*, 9 Wall. (U. S.) 45; *Dement* v. *Rokker*, 126 Ill. 174, 199. Under a different view, namely, that the President's order allowed the Secretary to select the buyer at his discretion, the case might raise the question whether a sovereign is subject to estoppel *in pais*. While estoppel by deed or by record may be set up against the sovereign, the courts are reluctant to allow equitable estoppel. See 19 HARV. L. REV. 126. In strong enough cases, however, it has been held that considerations of justice between the immediate litigants might override the argument of public policy and estoppel *in pais* be allowed. *Walker* v. *United States*, 139 Fed. 409. It is submitted that the essence of estoppel is unfairness to one party, and if it is to be allowed against the sovereign at all, it is unsound to distinguish between degrees of unfairness or kinds of estoppel. Only where the application of the doctrine would impair an inherent sovereign attribute of the state should the state be free from its operation. See *Chicago, etc. Ry. Co.* v. *Douglas County*, 134 Wis. 197, 114 N. W. 511.

FALSE PRETENSES — PROMISE MADE WITH INTENT NOT TO KEEP AS A MISREPRESENTATION OF FACT. — The defendant obtained money from farmers in supposed payment for groceries, by declaring that he would immediately send in their orders to the wholesale grocers whom he represented, for filling and shipment by them. The defendant never sent in the orders, and absconded with the money. Evidence was admitted to show that he had never intended to send them in, and he was convicted of obtaining money by false pretenses. *Held*, that the conviction be reversed. *Helsey* v. *State*, 193 Pac. 50 (Okla.).

A false statement as to one's intention is a misrepresentation of fact sufficient to serve as the basis of an action for fraud. *Edgington* v. *Fitzmaurice*, 29 Ch. D. 459; *Adams* v. *Gillig*, 199 N. Y. 314, 92 N. E. 670. Furthermore the making of a promise which the promisor, at the time of making, does not intend to keep, is held to be a misrepresentation of his intention, for the purposes of a civil action. *Langley* v. *Rodriguez*, 122 Cal. 580, 55 Pac. 406; *Sallies* v. *Johnson*, 85 Conn. 77, 81 Atl. 974. For the purposes of the criminal law, some courts have taken the first step, and have declared a misrepresentation of intention to be sufficient basis for a prosecution for obtaining money by false pretenses. *State* v. *Dowe*, 27 Ia. 273; *State* v. *Cowdin*, 28 Kan. 269. See *Queen* v. *Gordon*, 23 Q. B. D. 354, 360. The criminal courts have hesitated, however, to hold that a promise not intended to be kept is a misrepresentation of fact. *Commonwealth* v. *Althause*, 207 Mass. 32, 93 N. E. 202. But see *Regina* v. *Jones*, 6 Cox C. C. 467, 469. The reason is, probably, the fear of a tendency to regard every promise subsequently broken, as having been made with an intention not to keep it. But this would seem to be sufficiently guarded against by the requirement, in criminal cases, of proof beyond a reasonable doubt. The civil cases show that a false statement of this sort is as dangerous to the general security of transactions as any other false representation. Only a very narrow interpretation of the criminal statutes has let it go unpunished.

ILLEGAL CONTRACTS — CONTRACTS AGAINST PUBLIC POLICY — AGREEMENT TO ARBITRATE ALL DIFFERENCES — EXECUTED AWARD. — A contract provided that all disputes arising under it should be settled by submission to arbitrators. Disputes so arising were submitted and an award granted. In an action to enforce the award the defendant contends that the contract provision and hence the award is invalid as ousting the jurisdiction of the